

# CHEMLEASE WORLDWIDE, INC.

RECORDATION NO. 12973 Filed 1425

55 Water Street, New York, NY 10041

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1-061A016

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March 3, 1981

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission

Room 2303

Constitution Avenue at 12th Street, N.W.

Washington, D.C. 20023

No. 12973

DATE 4 1981

Date.....

Fee \$ 60.00

ICC Washington, D. C.

Attention: Ms. Lee

Re: Carl K. Gumpert and Hedy Gumpert

Dear Sirs:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation three copies of each of the following documents:

(1) Security Agreement dated February 17, 1981 between Chemical Business Credit Corp. and Carl K. Gumpert and Hedy Gumpert.

(2) Assignment dated March 3, 1981, between Chemical Business Credit Corp. and ChemLease Worldwide, Inc.

The names and addresses of the parties to the aforementioned documents are as follows:

(1) Security Agreement:

(a) Secured Party:

Chemical Business Credit Corp.  
55 Water Street  
New York, N.Y. 10087; and

(b) Debtor:

Carl K. Gumpert and Hedy Gumpert  
357 So. Curson  
Los Angeles, California 90036

(2) Assignment:

(a) Assignor:

Chemical Business Credit Corp.  
55 Water Street  
New York, N.Y. 10087; and

*Handwritten signature: Carl K. Gumpert*

## (a) Assignee:

ChemLease Worldwide, Inc.  
55 Water Street  
New York, N.Y. 10087

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in the following units of equipment and in certain other collateral described in the Security Agreement:

Four (4) New 100-ton covered hopper cars having a capacity of between 4,700 and 4,750 cubic feet and an estimated maximum carrying capacity ("payload") of approximately 200,000 pounds, bearing Road Number Brax 260370, manufactured by Pullman, and Road Numbers Brax 260420, 260410 and 260411, manufactured by Portec.

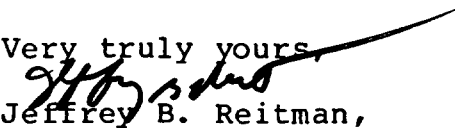
Pursuant to the Assignment, the Assignor has assigned to the Assignee the Assignor's right, title and interest in, to and under the Security Agreement, including its security interest in the above described units of railroad equipment.

Please file and record the Security Agreement and the Assignment, assigning the Assignment the same recordation number as the Security Agreement, cross-indexing said documents one to the other and indexing said documents under the names of the Secured Party, the Assignee, the Debtor, and the certain lessees of the above described units of railroad equipment.

The enclosed documents are being presented for recordation concurrently with the presentation for recordation of certain other documents to which the Secured Party and the Assignee are also parties, and checks are being presented for the aggregate fee for recording all such documents pursuant to 49 CFR 1116.1.

Please stamp all three copies of each of the two enclosed documents and the attached copy of this transmittal letter with your official recording stamp. You will wish to retain two copies of each of the two documents and the original of this transmittal letter for your files. It is requested that the one remaining copy of each of the two documents and of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,

  
Jeffrey B. Reitman,  
Vice President and Secretary

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## ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, the undersigned, CHEMICAL BUSINESS CREDIT CORP., a Delaware corporation ("Chemical") with its principal place of business at 55 Water Street, New York, N. Y. 10041, hereby assigns, transfers and sets over to CHEMLEASE WORLDWIDE, INC., a New York corporation ("Worldwide"), with its principal place of business at 55 Water Street, New York, N. Y. 10041, and to its successors and assigns, all the right, title and interest of Chemical in and to the following:

(a) a Promissory Note dated February 17, 1981 (the "Note"), made by Carl K. Gumpert and Hedy Gumpert (the "Debtor"), including without limitation the right to receive all payments thereunder;

(b) the units of railroad equipment (the "Units") described in each of two Security Agreements (and Schedule A attached thereto) dated the date of the Notes (the "Security Agreements"), between the Debtor and Chemical, as secured party;

(c) the Leases of Equipment described in Schedule B to each of the Security Agreements and any other Lease pursuant to which any Unit shall at any time be leased, together with any and all schedules thereto;

(d) all rental, issues, income and profit from the Units; and

(e) the Security Agreements, including without limitation the right to receive any and all payments thereunder.

In furtherance of the foregoing assignment and transfer, Chemical hereby authorizes and empowers Worldwide, in Worldwide's own name or in the name and as attorney hereby irrevocably constituted for Chemical, to ask, demand, sue for, collect, receive and enforce any and all sums to which Worldwide is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Debtor with the terms and agreements on its part to be performed under the Note and the Security Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and accepted this Assignment      March 3      , 1981.

CHEMICAL BUSINESS CREDIT CORP.,

By

*William L. Lewis*  
Executive Vice President

Attest:

*William L. Lewis*  
Assistant Secretary

[Corporate Seal]

Accepted,

CHEMLEASE WORLDWIDE, INC.,

By

*Joseph P. Kent*  
Vice President

Attest:

*William L. Lewis*  
Assistant Secretary

[Corporate Seal]

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 3rd day of       March       , 1981, before me personally appeared John L. Lewis       , to me personally known, who being by me duly sworn, says that he is Executive Vice President of CHEMICAL BUSINESS CREDIT CORP., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy A. Cioffi  
Notary Public

My Commission expires:

[Notarial Seal]

DOROTHY A. CIOFFI  
Notary Public, State of New York  
No. 43-4653996  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 1981

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 3rd day of       March       , 1981 , before me personally appeared Jeffrey B. Reitman       , to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMLEASE WORLDWIDE, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy A. Cioffi  
Notary Public

My Commission expires:

[Notarial Seal]

DOROTHY A. CIOFFI  
Notary Public, State of New York  
No. 43-4653996  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 1981